

ORIGINAL

Master Festival License and City Services Agreement

Between

Park City Municipal Corporation

And

Sundance Institute

Master Festival License and City Services Agreement
2013 Amended and Restated

THIS MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT ("**Agreement**") is entered into as of October 30th, 2013, between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the state of Utah ("**Park City**"), and SUNDANCE INSTITUTE, a Utah non-profit corporation ("**Sundance**"). Park City and Sundance are sometimes referred to herein individually as a "**Party**," and collectively as "**Parties**."

Recitals

A. WHEREAS, Sundance has staged the Sundance Film Festival ("**Festival**") in Park City under the regulation and authority of annual Master Festival Licenses issued by Park City.

B. WHEREAS, Park City and Sundance entered into a long term contract in 2001 and amended the contract and term in 2005 to maintain Park City as the Festival headquarters and establish Park City as corporate office headquarters for Sundance Institute to maximize planning efficiencies, pool resources, and improve Festival management to ensure the continued success of the Festival with minimal adverse impacts and maximum cultural benefits to the residents of Park City.

C. WHEREAS, Sundance desires to use certain facilities owned or controlled by Park City and to obtain certain services from Park City and others as appropriate in connection with the Festival, all under the terms hereinafter provided.

D. WHEREAS, Park City is authorized by Section 10-7-85 of the Utah Code Annotated to provide for and appropriate funds and services for the support of the arts for the purpose of enriching the lives of its residents. In recognition of the significant past and future artistic and economic contributions which Sundance and the Festival make to the communities in Park City in particular and Summit County in general, and the increased presence of Sundance in Park City by virtue of relocating its corporate office headquarters to Park City, and the cooperation with resolving long term overlap with the Martin Luther King Holiday weekend ("**MLK**"), Park City deems it to be in the best interests of the Park City community to enter into this Agreement.

E. WHEREAS, pursuant to Section 10-8-2(1)(a)(v) of the Utah Code Annotated and after public hearing, the City Council authorizes the provision of certain City services/facilities herein to Sundance, a non-profit entity, regardless of the consideration Park City receives in return.

F. WHEREAS, pursuant to Sections 10-8-2 and 10-8-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds, property and services is consistent with the Park City General Plan, particularly the Community

Economic Element, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City.

G. WHEREAS, notwithstanding Recital E, Park City retained the firm Wikstrom Economic & Planning Consultants, Inc. to review the direct economic benefits of the Festival to Park City, and the Summary of Revenue Impacts to Park City and Summit County dated September 2005 is incorporated herein by reference. The City Council also reviewed and hereby incorporates: i) The Economic Impacts of the 2013 Sundance Film Festival by the Bureau of Economic and Business Research, University of Utah, April 2013; and ii) the Economic Impact of the Coincidence of the Sundance Film Festival and Martin Luther King Day, Park City Chamber of Commerce and Visitors Bureau, October 2008. The City Council finds that Sundance's annual direct economic impact to Park City equals or exceeds each annual fair market value of Park City's contribution herein. The City Council also finds that numerous additional indirect and intangible benefits of the Festival and the location of the Sundance headquarters in Park City creates additional overall positive economic, artistic and quality of life impacts on Park City, its residents and its visitors. The City Council therefore finds Park City receives a greater net value than the City's appropriations over the life of the contract.

H. WHEREAS, the Park City Restaurant Association, Park City Lodging Association, the Park City Chamber and Visitor's Bureau and the Park City business community worked together to provide benefits to support the Festival and the Sundance Headquarters in Park City.

Agreement

In consideration of the recitals listed above, which are incorporated herein, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

1.1 Mutual Cooperation and Flexibility. Park City and Sundance mutually acknowledge and agree to proceed through all stages of planning and operations for the use areas described on Exhibit "A" attached hereto (the "Use Areas") and each Festival in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of the annual Festivals. Park City and Sundance agree that the purpose for cooperation and flexibility is the successful operation of the Festival. Both Parties understand that plans may change each year. Park City and Sundance shall cooperate in good faith in exploring potential development and use of new venues for

Festival activities, as well as improvements to policing and protecting their respective brands with an emphasis on "Keeping Park City Park City" and maintaining the integrity of the look and feel of the Festival.

1.2 Supplemental Plans. This Agreement outlines the terms for the respective duties and obligations of Park City and Sundance with respect to the Use Areas and the other items covered by this Agreement. The Parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (the "Supplemental Plans") with respect to those functions of the Use Areas, that may change with each annual Festival. The Supplemental Plans and any modifications are incorporated herein and a material part of this Agreement (Exhibit C). The Supplemental Plans for the 2014 Festival are attached hereto as Exhibits. Others may be prepared in anticipation of the 2014 Festival. Supplemental Plans for future Festivals will follow Supplemental Plans for the 2014 Festival unless changes that are mutually acceptable to the Parties will promote the efficient and successful operation of the Festival. Failure of the Parties to agree on changes to current Supplemental Plans will result in use of the immediately prior year's Supplemental Plans.

1.3 Sundance General Responsibilities. In addition to the responsibilities of Sundance set forth in this Agreement, Sundance is responsible for the timely submission of all annual plans related to the Festival to be incorporated into the Supplemental Plans, and producing and providing all official information related to the Festival.

1.4 Park City General Responsibilities. In addition to the responsibilities of Park City set forth in this Agreement, Park City is responsible for the following:

(a) Park City shall produce and provide to Sundance or its designee all official Park City information relevant to the Festival and the Use Areas, including internal staff communication, and promote positive support for Park City's involvement in the Festival and the opportunities provided thereby.

(b) Park City acknowledges that its community vision core value to "Keep Park City Park City" aligns with Sundance Institute's goal to provide a space for independent artists to explore their stories free from commercial and political pressures. Park City shall develop plans for effectively managing other activities and non-Sundance film events in Park City during the Use Periods and one week prior and following the Use Periods, determine its calendar of municipal activities as affected by the Festival, and emphasize mitigating adverse impacts during the Use Periods. Park City's codes currently contain several key "clean city" sections effective year-round which are vital and material to the City's and Sundance's goals in this regard, including:

- 1) prohibiting off-premises commercial signs and billboards;

- 2) no temporary business licenses;
- 3) no street vending except by the holder of MFL;
- 4) no food trucks in commercial zones except by the holder of MFL;
- 5) no inflatables or balloon signage;
- 6) MFL conflict section (MCPC 4-8-6);
- 7) Sign code limitations; and
- 8) retainage of City Council liquor license authority.

Additionally, as part of the Supplemental Plans, the City had adopted the following time, manner, and place regulations applicable during Festival:

- 1) limitations on film posters to designated film poster kiosks;
- 2) prohibitions on use of public parking facilities for commercial or film distribution;
- 3) parking restrictions and increased fines; and
- 4) additional code enforcement staffing and prioritization.

Should Sundance provide the City advanced, written notice that a proposed repeal or material change any of the above Code provisions will harm the Festival, and the City still proceeds to make the change, then Sundance shall have the option to terminate this Agreement as provided in Paragraph 11.1.

(c) Park City shall comply with Section 4-8-6 of the Park City Municipal Code, and in that regard shall use its best efforts to prevent any other activity from interfering with the Festival and this Agreement. Park City shall provide copies of Sundance Film Festival® and Sundance Institute® marks guidelines as provided by Sundance with Rules of the Road and at the licensing counters in the City. Such guidelines are to be provided by Sundance.

(d) Park City shall notify Sundance of any pending City ordinance changes which could have a negative impact on Sundance and its sponsorship relationships, including those relating to marketing and signage as outlined above. Park City shall use best efforts to avoid ordinance changes within 90 days of the Festival.

(e) Park City will not lease any of the City owned or managed facilities (including, without limitation, parking facilities) for any events or temporary licensees which take place during the annual periods of the Festival that may threaten the operations of the Festival or limit Sundance's ability to offer increased programming. Park City shall use its best efforts to assist Sundance in obtaining a commitment from the Park City School District to lease exclusively to Sundance the Eccles Theatre and surrounding parking lots at Park City High School during the annual periods of the Festival, excluding periods during which such parking areas are necessary for operation of Park City High School.

(f) Charges for Sundance and official sponsors are hereby waived pursuant to the 2014 Supplemental plan and as reflected on Exhibit C.

B. LEASE OF USE AREAS DURING USE PERIODS.

2. Term. Sundance hereby agrees to hold the 2014 through 2026 Festivals in Park City. Accordingly, this Agreement shall be effective from the date of execution through March 1, 2026 (the "Term"). The Term shall automatically renew annually for an additional year unless either Party provides the other with two years written notice of its intent not to renew by March 1, 2024 (and subsequent March 1, 2025 and so on, as applicable). Cancellation Option: Sundance may opt out of the last three years (2024-2026 years) of the contract if, after good faith and reasonable efforts, Sundance is unable to renew its Park City office lease at Silver Star by providing the City written notice of cancellation by March 1, 2022.

3. Grant of Lease. Park City hereby grants to Sundance and its designees and assigns, and Sundance hereby accepts, the right and lease for the occupancy and use of the "Use Areas," including all facilities, buildings and spaces during the "Use Periods," for the purposes and as defined and described in Exhibit "A, C and D" attached hereto, along with the use of the equipment, fixtures and furnishings, all available utilities services and related incidental rights in such Use Areas, all upon the terms, and subject to the conditions set forth in this Agreement. The relationship between Park City and Sundance with respect to the lease of the Use Areas is that of landlord and tenant, and may be further defined by lease agreement. However, such lease agreements shall not conflict with this Agreement. No rental fee shall be charged for the use of such Use Areas or City facilities and annual dates will change pursuant to the annual Supplemental Plan.

4. Exclusive or Shared Use. The Use Areas include areas where Sundance has exclusive use, and areas where Sundance has shared use, as indicated on Exhibit "A." attached hereto. All Park City personnel who require access to shared use areas during the applicable use periods shall be subject to Sundance's operational and ticket policies and plans for such shared use areas.

4.1 Access Prior to Use Periods. Unless otherwise set forth herein, Park City and Sundance shall cooperate to arrange times that Sundance and its designees may have non-exclusive access to the Use Areas prior to the Use Periods for the purpose of inspections, planning, preparations, testing and design work, surveys, examinations, and other activities that are necessary for Use Area planning and preparatory functions and advance preparations for and (if necessary) advance construction of certain temporary improvements such as installation of cables, conduits, curb cuts, signage and substructure; provided that such access shall not materially interfere with ordinary and customary Park City operations and that such advance construction shall be consistent with the terms of this Agreement.

4.2 Lawful Use. During the applicable Use Periods, Sundance will not use, operate or maintain the Use Areas in violation of any applicable law or in any manner contrary to that contemplated by this Agreement.

4.3 Permitted Uses. Sundance may (but shall not be obligated to) use the Use Areas and may authorize or license others to use the Use Areas at any time during the applicable Use Periods, for the purposes indicated on Exhibit "A" attached hereto, including the following purposes: (a) moving in and out; (b) construction, erection and staging of decorations, temporary facilities and installations and other temporary improvements, security equipment and systems, lighting, sound systems, television and other broadcast equipment, video display, fencing and other equipment; (c) sale of food, beverages, novelties, souvenirs and other merchandise to persons attending the Festival and other visitors to the Use Areas; (d) advertising, marketing and promotion; and (e) any other purpose related to the Festival.

4.4 Rights to License. During any Use Periods for which Sundance has exclusive use of any Use Areas, Sundance shall have the express, sole and exclusive right: (a) to sell (or give away) or license the right to sell (or give away) any food, beverage, novelty, souvenir, advertising, promotion, merchandise or other goods and services to any person in or on the Use Area; and (b) to control and distribute credentials, passes, tickets and other rights of access to the Use Area, consistent with Sundance's security plans for the Use Area. Notwithstanding any license, sublicense, or sublease of its rights hereunder, Sundance shall not be released from its obligations hereunder.

4.5 Restoration. Sundance shall return the Use Areas to Park City at the conclusion of their respective Use Periods in clean, orderly condition and in good repair and working order, taking into consideration reasonable wear and tear. Prior to the end of the Use Periods, Sundance shall, at its sole cost and expense, remove all temporary improvements and modifications located in or on the Use Areas, unless otherwise agreed by the Parties. Park City may impose a reasonable security deposit for any Use Area upon Sundance or its licensee(s), which deposit shall be returned to Sundance upon satisfaction of its obligation to restore the Use Areas as provided herein.

5. Permits and Licenses.

5.1 Permits and Licenses. Park City shall deliver to Sundance all facilities owned by Park City in the Use Areas with the requisite permits and licenses in place as necessary for Sundance to operate such facilities for the Festival's uses. Sundance shall remain responsible for any building or other permits necessary for its temporary improvements.

5.2 Master Festival License. Master Festival License. Upon execution of this Agreement, Park City shall issue to Sundance a Master Festival License that covers all activities of Sundance described in this Agreement that may require such a license and a Sundance corporate Park City business license. Unless included in the Master Festival License, the implementation of annual Supplemental Plans will require that Sundance or its designee obtain building permits, temporary beer and liquor licenses, sign plan approval and all other required permits, approvals and variances that may be required for each Festival.

5.3 Permits and Licenses Issued by Other Governmental Authorities. Sundance shall have sole responsibility for obtaining and paying for any and all certificates, permits, licenses and approvals that are required to be obtained from governmental authorities other than Park City for the operations of the Use Areas that are unique to the Festival's use of the Use Areas during the Use Periods. Park City shall support and cooperate with Sundance in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods. To the extent that a Use Area is partly within Park City and partly within the boundaries of another jurisdiction (such as Wasatch or Summit Counties), Park City shall use best efforts to agree with such other jurisdictions that they shall delegate to Park City the sole authority to issue necessary permits for such Use Areas.

5.4 Governmental Ordinances. Park City shall support and cooperate with Sundance in obtaining exceptions or permits as necessary concerning any local, city, county or state ordinances, rules, laws and regulations to assist Sundance in hosting and staging the operations of the Festival and related activities in Park City.

C. PARK CITY FACILITIES AND SERVICES.

6. City Services.

6.1 Basic City Services. At no additional cost to Sundance, Park City will provide the following city services (collectively, the "City Services") to promote and support special events within Park City

(a) Sundance shall be entitled to a credit of 500 hours of specific Festival police enforcement, 400 hours of traffic enforcement, and 500 hours of code enforcement at the request of Sundance, or as determined by the Police Chief's use of roving enforcement patrols of the Festival. Unless otherwise agreed, this service does not include any Police Services requested for interior venue security or VIP protection. Interior venue security will be at the expense of Sundance. The scope of such enforcement services shall be included in each annual Supplemental Plan;

(b) Park City's good faith efforts in assisting Sundance with the planning of and acquisition of required overflow and volunteer parking lots and designated overnight parking areas for Sundance staff;

(c) 920 hours of enhanced transportation on Park City's existing routes;

(d) Enhanced Main Street restroom cleaning, including Miner's Park, Transit Center and the Museum's public restrooms;

(e) Enhanced trash removal on Main Street;

(f) The use of all City-owned electronic signs for the duration of the Festival; and metal directional signage approved as part of the annual supplemental plan.

(g) Reserve and install banner signposts for Main Street at no costs during periods approved as part of the annual supplemental plan;

(h) Use of the Santy Auditorium screening room 5 times annually for community programs/screenings; and

(i) A year-round link on the City web-site regarding the Festival.

Sundance may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City Services to be provided by Park City to promote the efficiency and success of the Festival. If such adjustments require Park City to provide services which exceed the level or type of City Services in the aggregate that Park City is committed to provide without additional consideration, then such services shall be considered "Additional City Services" (defined later) to be paid for by Sundance under Section 6.2 hereof.

6.2 Additional City Services and Work Order Process. Sundance may request services from Park City in addition to Basic Services under this Agreement, either due to quantity, frequency or type of service requested (collectively, "Additional City Services"). If the request is approved by the City Manager (or Council if required) Sundance will be charged the actual cost of Additional City Services incurred by Park City without any charge for profit, employee benefits, nondestructive use of equipment, depreciation, overhead or wear and tear on any equipment. If Sundance disapproves of such costs to be charged to it, Sundance may withdraw its request for such Additional City Services.

7. City Representative. The City shall provide:

7.1 Festival Representative. Prior to and during the Use Periods, Park City shall provide and designate, at its expense, at least one full-time employee to serve as its "City Representative" for the Festival, who shall be the operational liaison between Park City and Sundance and who shall be authorized by Park City to (a) ensure that the Use Areas are operated and maintained as set forth in this Agreement, (b) ensure that, at Sundance's request, access to and lock-down (if applicable) of the Use Areas is provided to Sundance upon commencement of the Use Periods, (c) serve as Park City's representative for the services of any Park City personnel provided pursuant to this Agreement, and (d) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to annual Supplemental Plans. The City Representative shall generally be the Economic Development Manager for the City, unless otherwise approved in advance by Sundance, which such approval shall not be unreasonably withheld or delayed. The Festival Representative shall meet as requested with Festival sponsors to insure consistent information regarding opportunities, licensing and applicable regulations.

7.2 Management Representative. Park City shall also designate at least one Manager who shall be authorized to speak on behalf of the City Manager and City Council, and to act for the City Representative if the City Representative is not available. Such Manager shall be designated by the City Manager. The costs of providing the City Representative and the Manager to provide services under this Agreement shall be borne solely by Park City. The Manager or designee shall also coordinate local, state and federal legislative issues with appropriate Sundance staff and designated lobbyists.

7.3 Management Meetings. The City Representatives and Sundance manager shall meet no later than April 1 annually to review Festival operation, Supplemental Plans and terms of this Agreement. Any changes to this Agreement or Supplemental Plans shall be approved prior to November 15th annually, unless such approval by November 15th is not practical, and then the changes shall be approved as soon as possible.

7.4 Designated Planning Liaison. The City Manager shall designate a planner to coordinated licensing of both Festival and non-Festival activities.

8. Use Area Technology Systems. During the Use Periods, Park City shall make available at no additional charge to Sundance, for Sundance's non-exclusive use, all technology systems and service, used by Park City in connection with the Use Areas, including, without limitation, traffic control systems, telephone and communication lines, service and equipment, cabling, conduit, construction easements and rights of way, plywood backboards, data networks and data ports, and cable television connections, service and facilities, to the extent possible without disrupting or delaying other Park City functions and so long as such availability cannot violate any franchise agreement

with the provider. Sundance shall have the right to install additional technology equipment in the Use Areas to supplement the existing technology systems, and cannot create conflicts or disruptions in the operation of existing Park City systems.

9. Parking and Transportation.

9.1 Transportation Plans. Park City, with coordination from Sundance, shall develop and implement plans for traffic control around and through Park City, as part of the annual Supplemental Plans, to meet the transportation and parking needs of the public during the Use Periods, including provisions for parking and road closings. Park City shall modify and as necessary expand the public City transit service to meet the increased public demand during the Festival consistent with the purposes of the Agreement and the needs of the public, including patrons of the Festival. The system will remain open to the public and will service the existing transit routes. Park City expects that it will utilize all available vehicles in its fleet to meet additional demand on its existing transit routes. The transportation plans contemplated by this paragraph are intended as an enhancement to Park City's public transportation to meet the needs of the public during the Use Periods and are not to be construed as the provision of "charter" services. The City acknowledges that its current policy is not to allow third party, external advertising on its buses. Should the City change this policy, it shall first explore with Sundance the opportunity to wrap the buses with Festival marks and logo design, subject to any applicable Federal regulations and approvals. Consistent with Paragraph 1.4, the City will not rent or otherwise authorize third party use the external bus wraps in a manner which would harm the Festival or directly conflict with Festival sponsors or sign plan. Use of City marks, including future marks, or those of the City's economic development partners such as the state of Utah, SkiUtah, the Chamber of Commerce or Park City Mountain Resort/Deer Valley ski areas are expressly permitted.

9.2 Cooperation in Main Street Closing. Consistent with the requirements to develop plans for traffic as part of the Supplemental Plans, Park City and Sundance both agree to support and cooperate with one another if both Parties agree to close all or a portion of Main Street for pedestrian use only or restrict traffic to one-way during some portion or all of the Festival.

9.3 Cooperation in Traffic Mitigation/Venue Parking. Park City shall cooperate in good faith with Sundance in adjusting designated parking spaces for the Festival based on the location of Main Street venues and events. Traffic and mitigation plans and use of funds therefore shall be included in each of the Supplemental Plans. The Parties shall jointly contribute resources to the implementation of such plans.

9.4 Parking Passes. Park City shall make available only to Sundance the right to purchase parking passes for use during the Festival in the Swede Alley parking structure, in accordance with the Supplemental Plan and as agreed upon between Park City and Sundance

D. SUNDANCE SERVICES.

10. Sundance Annual Obligations. As consideration for the City support herein, Sundance agrees to the following:

10.1 Park City Venues. Park City shall be the recognized headquarters of the Festival. Unless otherwise agreed by the Parties, Sundance shall use its best efforts to hold at least 70% of its official events (including screenings) during the Festival within Park City and the Snyderville Basin in Summit County. As a key component of its Utah based programming, Sundance will continue to seek Salt Lake City based local governmental funding to support screenings and other Festival related activities in Salt Lake City. Funding sources may include Salt Lake City, Salt Lake County, Salt Lake Convention and Visitors Bureau and the Downtown Alliance. Sundance may stage additional Festival related programs within other cities in Utah, as long as Sundance first uses reasonable efforts to offer such new programs in Park City and Snyderville Basin venues. These commitments are subject to Sundance's ability to renew contracts with existing venues and lodging companies at reasonable times, rates and availability, and are further subject to Sundance's ability to obtain suitable venues for additional ticketed events at reasonable times, rates and availability.

10.2 Locals Ticket Sales. Sundance shall provide advanced Festival ticket sales to Utah residents at a Park City location and free post-Festival screenings for City residents and volunteers.

10.3 Public Relations-Press Releases. Except for youth events, non-competition special screenings, and other mutually acceptable screenings or activities occurring outside of Park City, Sundance shall include a reference to "Park City, Utah" as the headquarters of Sundance Institute in all press releases made about the Festival, and shall cooperate where possible in releasing joint public statements with Park City and promoting the City generally.

10.4 Internet and Promotional Material. Sundance shall include a reference to "Park City, Utah" on all Festival internet sites and Festival promotional material, including guides and posters distributed with regard to the Festival.

10.5 Youth Programs. Sundance shall include youth programs during the Festival.

10.6 Cooperation with Chamber Bureau and Business Associations. Sundance and Park City shall use best reasonable efforts to coordinate with the Park City Chamber Bureau, and other business associations as the City staff may from time to time suggest, to solicit business support and minimize adverse impacts on the community.

10.7 Co-Marketing. Sundance and the City will evaluate joint marketing proposals from community partners on a case by case basis.

10.8 Kiosks. During the Festival Sundance shall be entitled to at least ten (10) kiosks for posting of information, flyers, posters and other items at locations in reasonably close proximity to Festival venues in accordance with the Supplemental Plans for kiosks.

10.9 Access; Promotion. In consideration of the commitments and obligations of Park City under this Agreement, Sundance shall (i) provide necessary access to and support of Festival operations as provided herein and for exercise of police powers generally, and (ii) provide City with access to the Festival including credentials, invitations to opening night festivities, various screenings and Festival wear as available. Such items shall not be considered "gifts," and may be distributed at the discretion of the City Manager.

10.10 Martin Luther King, Jr Holiday ("MLK") Overlap; Other Conflicts. Sundance agrees to move off of MLK weekend in the years 2015, 2019, 2020, 2025 and 2026. Also, subject to necessary Supplemental Plan approvals, Sundance may move the festival back to MLK due to a conflict with either the Academy Awards, or another Park City or National event so large as it would materially alter the logistics and transportation systems such as hosting the Winter Olympic Games.

E. FINANCIAL.

11. Service Contract. Subject to annual budget appropriation as provided herein, Park City shall make the following annual contribution to Sundance toward the costs of the Festival:

- (a) \$25,000 for City Services Agreement for film services;
- (b) \$25,000 for upgrade of private and public film venues;

(c) For on-going support and maintenance in Park City of Sundance's corporate headquarters, \$220,000, which could include cash donations, or mutually acceptable changes in fee statutes, fees, donations and/or direct budget relief that would offset existing Festival and/or Sundance's annual costs. Additionally, the City shall pay: i) the increased tax revenue, amortized from 2014-2023, from conflict years where Sundance and MLK would have occurred during the same dates had Sundance not agreed to the schedule changes; and ii) \$15,000 annually pursuant to Exhibit "E" attached hereto subject to the cancellation option in Paragraph 2. If Sundance does not exercise the cancellation option in Paragraph 2, they shall receive the amounts above plus additional interest amortized from 2014 had the increase tax revenue been amortized thru 2026 and the City shall pay such increase in three equal installments over 2024-2026, as shown pursuant to Exhibit "E".

All cash contributions shall be subject to cost of living increases. The cost of living increase will be determined by the Consumer Price Index (CPI) Bureau of Labor Statistics website www.bls.gov/cpi. The CPI index used will be from the CPI Detailed Report – Data for May. Referencing the Table A. “Percentage changes in CPI for All Urban Consumers (CPI-U)”. The percentage number will be from the Unadjusted 12 month total ending in May for “All items”. The increase will be effective beginning September 1, 2013 and continue annually thereafter through the contract term.

11.1 Park City agrees that this Agreement and all of Park City’s obligations and contributions shall be included in the City Manager’s recommended budget delivered to the Park City Council on the first scheduled meeting in May and must be approved by the Park City Council and Mayor no later than June 30 of each year. If, for any reason, Park City cannot provide the minimum transportation services described in Section 9.1 hereof and Sundance incurs increased costs to provide such transportation services to its venues previously provided by Park City, then Park City shall increase the annual contribution to Sundance to cover such increased transportation costs. If such budget is not approved prior to June 30, Sundance and Park City shall meet and attempt to secure funds to make up for costs which were not approved in the budget. If such funds cannot be secured by August 31, Sundance may, at its option, terminate this Agreement upon ninety (90) days prior written notice, without recourse or further claims by Park City. Payment of secured funds is due by the first of December each year.

11.3 Sundance agrees to keep accurate books and records of Festival-related revenue. Park City or its independent auditor reserves the right, no more frequently than annually, to conduct its own audit of Festival books and records at reasonable times and places during ordinary business hours, as designated by Sundance in order to verify expenditures or use of City funds received pursuant to this

12. Chamber. The Agreement of the Park City Chamber and Visitors Bureau attached as Exhibit “B,” is incorporated herein as additional consideration for this Agreement. Failure of any promise or condition on such Agreement shall not result in any liability to Park City. However, Sundance may terminate this Agreement without recourse or further claims by Park City if the agreement attached as Exhibit B is breached. Sundance shall give written notice to Park City of the breach and thirty (30) days to cure said breach, unless a longer period is agreed as reasonable by both Parties.

F. INSURANCE AND RISK MANAGEMENT.

13. Indemnifications.

13.1 Sundance’s Indemnity. For only activities in the Use Areas, Sundance shall indemnify, defend and hold harmless Park City, and its respective

officers, employees and agents from and against any and all claims, set-offs, losses, damages, liabilities, fines and expenses including without limitation, reasonable attorneys' fees and court costs, that result from claims by third parties arising out of the fault of Sundance. Sundance's obligation under this Section 13.1 shall survive the termination or expiration of this Agreement.

13.2 Waiver of Claims Against Park City. Sundance and Park City shall not make any claim against each other or their officers, employees and agents with respect to any liability incurred by Sundance or Park City to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement or the Festival, except as provided in Section 13.1.

14. Insurance. Nothing herein shall waive any defense or limitation of the Governmental Immunity Act of Utah (Utah Code Ann. § 63-30d-101 et seq.). Policy limits specified herein may be adjusted consistent with Park City Municipal Code Section 4-8-10, as amended.

14.1 Insurance. Sundance shall procure and maintain at its own expense throughout the Use Periods the following insurance:

(a) Workers' compensation insurance for Sundance employees, including statutorily required limits and other requirements of law.

(b) All employee benefit programs and coverages required under ERISA, unemployment insurance and any other insurance required by state or federal laws.

14.2 Sundance Liability Insurance. Prior to commencement of any activity in Park City under this Agreement, Sundance shall procure and thereafter maintain during the entire period of such activity one or more policies of insurance providing all of the following coverages, whether by separate policies or by endorsement:

(a) Commercial general liability policy, with combined single limits of Two Million dollars (\$2,000,000.00) per occurrence and Four Million dollars (\$4,000,000.00) in aggregate;

(b) Liquor Liability Coverage Part on the commercial general liability policy. Sundance shall require any hired security company to provide a policy of liability insurance; and

(c) aircraft liability insurance, if Sundance leases or uses aircraft in connection with its activities under this Agreement.

14.3 Additional Requirements. The insurance provided by Sundance pursuant to Section 14.2:

(a) shall be written on an occurrence basis, and with respect to any coverage provided on a claims-made basis, shall be supplemented by a two (2) year tail policy for the limits applicable to the policy periods covered by such tail policy, which are approved by Park City, such approval not to be unreasonably withheld or delayed;

(b) shall provide that Park City be named as additional insured with respect to liability arising out of or in connection with Sundance's activities under this Agreement, including those claims, set-offs, losses, damages, liabilities, fines and expenses that arise out of or in connection with the acts or omissions of Park City incident to Sundance's above-referenced activities, but not including the willful misconduct of Park City or its respective officers, employees or agents;

(c) shall provide if reasonably possible that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers or employees; and

(d) shall provide if reasonably possible that such insurance shall not be altered or cancelled without thirty (30) days' prior written notice to Park City.

14.4 Park City Liability Insurance. Park City may provide such insurance as it may elect to provide covering itself, its officers, employees and agents with respect to any occurrence on Park City Property. Sundance shall not be a named insured or otherwise be entitled to any benefit under such policies. Nothing herein shall waive any defense or limitation of the Governmental Immunity Act of Utah.

G. MISCELLANEOUS.

15. License for Use of Sundance Marks. Sundance will negotiate in good faith with Park City an agreement granting to Park City a license, without fee, on a case-by-case basis, to use Sundance's emblem(s) and other trademarks to permit Park City to promote the Festival and the Park City community. Such license shall be subject to Sundance's terms and conditions, including restrictions prohibiting any commercial use of such marks.

16. License of Park City of Utah Logo, Name and Marks. Park City hereby grants Sundance a non-exclusive license to use any Park City-related symbols, emblems, marks, logos, trademarks, service marks, or pictures, paintings or likeness of the City, including without limitation the use of the (i) the name "Park City", and any variations thereof, (ii) the names of any officials of Park City, and (iii) the name and likeness of any buildings or grounds owned by Park City, in every case solely for the

purposes of (a) broadcasting the Festival, (b) providing map and wayfinding information, and (c) advertising or promoting the Festival.

17. Photography and Broadcast Rights. Sundance shall have the exclusive right to arrange, conduct or permit commercial and noncommercial photography, filming, videotaping, television and radio transmission, and similar activities in and above the Use Areas during the Use Periods. Sundance shall have the non-exclusive right to record, to broadcast, and to permit media coverage of Sundance's activities in Park City generally. Third party film permits are subject to the conflict provisions of Title 4, Chapter 8 of the Park City Municipal Code.

18. Sponsorships. Sundance shall have the exclusive right to sell sponsorships and supplierships of and other rights of affiliation with the Festival and events staged or conducted by Sundance in the Use Areas. Sponsors are required to obtain Park City business licenses and conditional use permits when necessary to operate within the City limits, unless such licenses or permits are included in the Master Festival License.

19. Representations and Warranties.

19.1 Representations and Warranties of Sundance. Sundance hereby represents and warrants that (a) Sundance is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Utah, (b) Sundance has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by Sundance and the performance by Sundance of its obligations hereunder have been duly authorized by all necessary corporate action, (d) this Agreement has been duly executed and delivered by Sundance and is a valid and binding obligation of Sundance.

19.2 Representations and Warranties of Park City. Park City hereby represents and warrants to Sundance that (a) Park City validly exists, and is in good standing under the laws of the State of Utah, (b) Park City has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by Park City and the performance by Park City of its obligations hereunder have been duly authorized by all necessary action, including all reviews and approvals required by the City Council of Park City.

20. Unforeseen Circumstances. Either Party may terminate or suspend its obligations under this Agreement if such obligations are rendered impossible of performance by any of the following events to the extent such event is beyond the reasonable control of the Party whose performance is prevented: Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, war or any law or supervening illegality. In any such event, such Party shall not be liable to the other for delay or failure to perform its obligations.

21. Dispute Resolution. The Parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any Party under this Agreement, or otherwise relating to this Agreement, shall be treated in accordance with the procedures set forth in this Section, prior to the resort by any Party to litigation in connection with such dispute:

(a) The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between representatives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within three (3) days after delivery of the notice (or in case of an emergency, within eight (8) hours of delivery of the notice), the Parties shall conduct a telephone or personal conference to attempt to resolve such dispute. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the Parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along, with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

(b) If the dispute has not been resolved by negotiation as provided in Section 21(a) hereof, the Parties shall endeavor to settle the dispute by mediation under the CPR Mediation Procedure then currently in effect, provided, however, that if one Party fails to participate in such mediation when requested by the other Party, the Parties shall have no further obligations to proceed with mediation hereunder. If the Parties mutually agree to proceed with such mediation, the Parties will select a mediator from the CPR Panels of Distinguished Neutrals.

22. Specific Performance. Each of the Parties hereto expressly acknowledges that it may suffer irreparable injury and damage if the other Party breaches its covenants or fails to comply with the provisions set forth in this Agreement for which money damages will not provide an adequate remedy. Therefore, the Parties each agree that if a Party breaches any provision set forth herein, the other Party shall be entitled, in addition to such other remedies and damages as may be available to it at law or in equity, to an injunction requiring specific performance of such provision or restraining the other Party from acting in violation of such provision, as the case may be, to the fullest extent permitted by law. Notwithstanding any provision of this Agreement, during the Use Periods, either Party can seek specific performance of the provisions of this Agreement without first seeking mediation.

Notwithstanding the above, Park City may not employ this paragraph to veto, censor or prohibit the showing of a Festival film or program solely based upon its content. In particular, when no particular breach of this Agreement is alleged, Park City may not

seek any injunction that relates to or interferes in any way with the exhibition, distribution, display, advertising or discussion of any creative or other work, including films, or the participation of any persons or organizations in the Festival, or otherwise impedes Constitutional rights of free expression. However, nothing in this paragraph or Agreement limits the City's authority under the criminal laws of the City or the state of Utah.

23. Other Miscellaneous Terms.

23.1 Governing Law. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws.

23.2 Severability. If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the Parties can be maintained.

23.3 Assignment and Delegation. Neither Party may assign nor in any manner transfer the benefits of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other Party. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, agents, heirs and assigns.

23.4 Waiver. No action taken by either Party shall be deemed to constitute a waiver of compliance by such Party with any representation, warranty or covenant contained in this Agreement. Any waiver by either Party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such Party of any subsequent breach.

23.5 Headings. The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

23.6 Consent. Unless otherwise specifically noted herein, the consent of any Party to any action may be made in such Party's sole discretion. All consents or approvals hereunder shall be given without delay by either Party.

23.7 Entire Agreement. This Agreement, together with any attached Exhibits, constitutes the entire agreement between the Parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than set forth or referred to herein. This Agreement

supersedes all prior agreements between the Parties relating to all or part of the subject matter herein.

23.8 No Third Party Beneficiaries. This Agreement is intended for the sole benefit of Park City and Sundance and there are no third party beneficiaries to this Agreement.

23.9 Notice. Unless otherwise specified herein, all notices, requests, consents and demands required to be in writing, including any Dispute Resolution Notice (collectively referred to herein as a "**Notice**" or "**Notices**") shall be given to or made upon the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing delivered to the other Party. Unless otherwise agreed in this Agreement, all Notices, requests, consents and demands shall be given or made by personal delivery, by confirmed air courier, by facsimile transmission ("**fax**") (with a copy sent the same day by first-class mail), by electronic mail E-mail (with a copy sent the same day by first-class mail) or by certified first-class mail, return receipt requested, postage prepaid, to the Party or Parties addressed as aforesaid. If sent by confirmed air courier, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the business day upon which delivery is made at such address as confirmed by the air courier (or if the date of such confirmed delivery is not a business day, the next succeeding business day). If mailed, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the second business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by fax or E-mail, such Notice shall be deemed to be given upon the date it is actually received by the addressee.

If to Park City:

City Manager
Park City Municipal Corporation
P.O. Box 1480
445 Marsac Avenue
Park City, Utah 84060-1480
Tel 435-615-5025
Fax 435-615-4901

With copies to:

City Attorney
Park City Municipal Corporation
P.O. Box 1480
445 Marsac Avenue
Park City, Utah 84060-1480

If to Sundance:

Sarah Pearce Co-Managing Director
Sundance Institute
P.O. Box 684429
Park City, UT 84068

With copies to:

Corey Field
Ballard Spahr
2029 Century Park East, Suite 800
Los Angeles, CA 90067-2909


Ira B. Rubinfeld
Ray Quinney & Nebeker
36 South State Street
Suite 1400
Salt Lake City, UT 84111

23.10 Reserved Police Power. Park City expressly reserves, and Sundance expressly recognizes, Park City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as Park City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

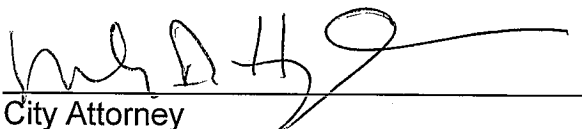
PARK CITY MUNICIPAL CORPORATION

SUNDANCE INSTITUTE

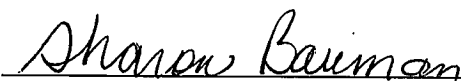
By 
Name Diane Foster
Title City Manager

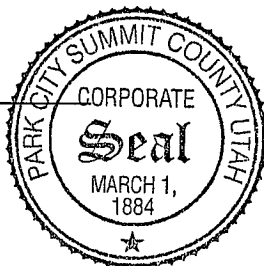
By 
Name Sarah Pearce
Title Co- Managing Director

Approved as to Form:


City Attorney

Attest:


City Recorder

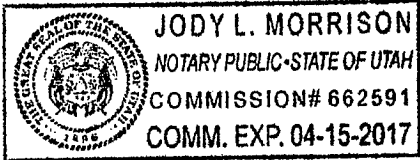


CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.

COUNTY OF ~~SALT LAKE~~ ^{Summit}

On this 30th day of October, 2013, personally appeared before me Sarah Pearce, who being duly sworn, did say that he/she is the Co Managing Director of SUNDANCE INSTITUTE, and acknowledged to me that the preceding Agreement was signed on behalf of said company, by their authority and he/she acknowledged that the company did execute the same for its stated purpose.



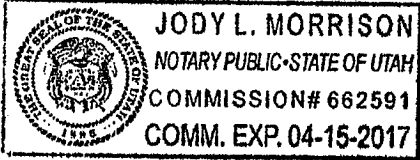
[Signature]
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.

COUNTY OF SUMMIT)

On this 30th day of October, 2013, personally appeared before me Diane Foster, who being duly sworn, did say that he/she is the City Manager of PARK CITY MUNICIPAL CORPORATION, and acknowledged to me that the preceding Agreement was signed on behalf of said Corporation, by their authority and he/she acknowledged that such Corporation did execute the same for its stated purpose.



[Signature]
NOTARY PUBLIC

SUMMARY OF EXHIBITS

Exhibit "A"	Use Areas
Exhibit "B"	Chamber Agreement
Exhibit "C"	Supplemental Plans
Exhibit "D"	Venue Lease Agreements 1-4
Exhibit "E"	Financial Matrix

**EXHIBIT "A" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

2014 USE AREAS

Use Area	Address	Use Period *	Intended Use	Type of Use	Basic City Services	Access Control	Traffic Control
Santy Auditorium of Park City Public Library and Education Center, all associated furnishings, fixtures, and equipment; including projection booth & projector, North Field, 16 parking spaces, courtyard and sponsor car display	1255 Park Avenue	Thursday January 9th through Thursday January 30th	Screening venue, tents (Press and Wait list) and operational parking and propane storage, car display	Parking – Nonexclusive (except 16 reserved via permit; All others – Exclusive	Park City shall maintain regular Cleaning, Waste Removal and snow and ice removal inside and outside the use area. In addition, Park City shall clear snow, ice and debris from the field & courtyard for placement of Sundance's Tent & other activities.	Sundance and Park City	Sundance and Park City
Santy Library 202, 205, & 3 rd floors rooms (Room numbers may change after renovation but will receive same amount of space.	1255 Park Avenue	Monday January 13 th through Tuesday January 28th	Concessions/ Hospitality; Wait list Line; Box Office, kiosk, volunteer use, storage	Parking – Nonexclusive (except 16 reserved via permit; All others – Exclusive	Same as above	Sundance and Park City	Sundance and Park City
The MARC- Gymnasium and East Parking Lot for vehicle and equipment staging for theatre build-out.	1200 Little Kate Road	Wednesday, January 8 – Wednesday, January 15, 2014. Access: 7:00am – 10:00pm Daily	Load-in. All trucks out of east parking lot by 8pm. Equipment may remain in parking lot but must be completely turned off by 8pm. Work inside building may occur after 10pm. Late workers to park		Park City shall maintain regular Waste Removal and snow and ice removal inside and outside the use area. In addition, Park City shall clear snow, ice and debris for placement of Sundance's Tent & other activities.	Sundance and Park City	Sundance and Park City

The MARC - Tennis Courts for queue set-up, Festival use and break down.	1200 Little Kate Road	Tuesday, January 14 7:00am through Monday, January 27 8:00pm	in front of building. These dates and times are the same as in past years.	For Public screening purposes	Same as above	Sundance and Park City	Sundance and Park City
The MARC - Gymnasium and Tennis Courts.	1200 Little Kate Road	Thursday, January 16, 2014 - Saturday January 25, 2014. Access: 7:00am - 11:30pm	Day One Screening Schedule on 1/16: 5:30pm and 8:30pm Daily Screening Schedule: 8:30am; 11:30am; 2:30pm; 5:30pm; 8:30pm	For public screening purposes	Same as above	Sundance and Park City	Sundance and Park City
The MARC - Gymnasium and Tennis Courts	1200 Little Kate Road	Sunday, January, 26, 2014 Access:	Screening Schedule: 11:15am; 2:15pm;	For public screening purposes	Same as above	Sundance and Park City	Sundance and Park City

			8:00am – 8:15pm	5:15pm				
The Marc – Tennis Courts	1200 Little Kate Road		Monday, January 27, 2014 Access: 7:00am – 8:00pm	Tear down and load out of tennis court.		Same as above	Sundance and Park City	Sundance and Park City
The MARC - Gymnasium and East Parking Lot.	1200 Little Kate Road		Sunday, January 26, 2014 – Wednesday, January 29, 2014. Access: From 8:00am on 1/26, access is 24 hours a day and ends on 1/30 at 12:00pm for the Gymnasium and 4:00pm for the East Lot	Tear down and load out of Gymnasium and East Parking Lot. All trucks out of east parking lot by 8pm each night. Equipment may remain in parking lot but must be completely turned off by 8pm. Work inside building may occur after 10pm. Late workers to park in front of building. All trucks and activity out of parking lot by 4:00pm on 1/30.		Same as above	Sundance and Park City	Sundance and Park City
Miners Hospital -Entire building except Mountain Trails and Arts Council with option of pavilion	1354 Park Avenue		September 1, 2013 – February 28, 2014	Sundance Festival Office space		Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside	Sundance	Sundance and Park City

and surrounding park areas. All Parking around facility during the festival. (4) spaces reserved for other tenants				Miners; Other - Nonexclusive	the use area.			
PCMC Recreation Building – Entire building	1354 Park Avenue	November 1, 2013 – February 28, 2014	Sundance Storage or other Sundance use	Currently use as storage	Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside the use area.	Sundance	Sundance	Sundance and Park City
Miners Park on Main Street	Main Street	Festival Dates (Thursday January 16th-Sunday, January 26th)	Sundance Film Festival or Sponsor Activation		Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside the use area.	Sundance	Sundance	Sundance
Park City Museum - First Right of Refusal for Sundance or Sundance Sponsors	Main Street				Sublease limited by terms of master lease between City and Historic Society			
Park Avenue- Between Heber & 9 th St.	Park Ave	TBD	Parking mitigation	Parking/exclusive	Park City shall place barricades and enforce the operations plan	Park City	Park City	Park City
Park Avenue- Between 9 th and 14 th St	Park Ave	TBD	Parking mitigation	Parking/exclusive	Park City shall place barricades and enforce the operations plan	Park City	Park City	Park City

Main Street - Entire east & west sides.	Main Street	TBD	Parking control to increase response time and increase traffic mitigation	Pedestrian	Park City shall place the barricades, provide snow removal and place "no parking" and "drop zone" signs	None	None
Swede Alley Surface Lot	Swede Alley	Nov 1, 2013- Feb 28, 2014	New Frontier Artist Exhibit Space	New Frontier Artist Exhibit Space	Snow Removal	Sundance	Load -in /out
Parking spots across from Egyptian 323-333 Main Street Inclusive)	Main Street	January 14-15, Set-up January 16-26 Projection January 27 tear down	Projection on Egyptian Theatre	Artist Projection on Egyptian Theatre in evenings	Park City shall place the barricades, provide snow removal	Park City and Sundance	Park City and Sundance

EXHIBIT "B" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

Chamber/General Business

The Park City Chamber of Commerce/Convention and Visitors Bureau Board of Directors hereby agrees to provide to Sundance Institute the following as adopted by formal motion on September 10, 2013, so long as the MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT ("Master Agreement") is in effect:

1. \$160,000 annually in cash grant for promotion of tourism and arts (which includes \$50,000 to be contributed under previous commitments from the Park City Chamber of Commerce/Convention and Visitors Bureau). The cash grant shall be subject to cost of living increases.
2. 450 ski tickets for Sundance Film Festival media and sponsors allocated proportionately from Canyons, Park City Mountain Resort and Deer Valley ski resorts.
3. Will assist the Sundance Institute in obtaining lodging, food, venues and services at a reasonable rate, term and availability.
4. Payment of increased tax revenue amortized from conflict years where Sundance and MLK would have occurred during the same dates had Sundance not agreed to the schedule changes pursuant to Paragraph 11 of the Master Agreement, as amended and shown pursuant to Exhibit "E".

Signed: Bill Malone



By: Executive Director,
Park City Chamber of Commerce/Convention and Visitors Bureau

**EXHIBIT "C" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

Supplemental Plans

SUNDANCE OPERATIONAL SUPPLEMENTAL PLAN

City
Services

CATEGORY	ITEM	QUANTITY	DESCRIPTION	COST
PARKING	China Bridge Parking	25	Parking passes for reserved spots in China Bridge parking structure	\$ 8,750.00
PARKING	Main Street Parking	20	Use of parking spaces on Main Street & Heber Ave. for drop off and bulb outs	\$ 2,400.00
TRAFFIC	Pedestrian Management	600 Hours	Traffic control at sidewalks of Heber & Main St. along with Swede Alley and the cross walk on Highway 224 in front of the Fresh Market. The plan would take place from 3 PM to 7 PM from the first Thursday of the festival through the first Monday of the Festival.	\$ 14,065.00
TRAFFIC	Traffic Control	400 Hours	The Park City Police Department will divert vehicle traffic traveling south on Park Avenue to 7th Street to access Main Street. Traffic at the Swede Alley and Heber Avenue intersection will be directed uphill on Swede Alley to access Main Street.	\$ 26,000.00

TRAFFIC	Barricades		600	"A" frame barricades placed on Highway 248 and in Park Meadows	\$ 2,520.00
TRAFFIC	Bike Barricades		150	For bulb outs and pedestrian cross areas	\$ 1,711.00
SIGNAGE	VMS Boards		2	Variable Message Boards that will be placed on Highway 224 & 248. City will provide city owned VMS boards	\$ 1,800.00
SIGNAGE	Main Street Banners		60	City will install 60 Sundance banners on Main Street for the month of January	\$ 908.00
COMMUNICATIONS	COWs		1	Provide space for COWs to be installed and help facilitate permits	\$ -
COMMUNICATIONS	Repeaters		2	Assist in the placement of antennas on Boot Hill and other areas as needed unless conflicts arise with other service providers.	\$ -
COMMUNICATIONS	City Website		1	City will have a page under the Special Event tab that will be dedicated to Sundance. It will include the rules of the road and links to the Festival homepage.	\$ -
TRANSIT	Enhanced Transit Service		920 Hours	Provide additional bus service (extended hours and increased frequency)	\$ 92,000.00
ENFORCEMENT	Police Enforcement		500 Hours	Festival police enforcement at the requests of Sundance, or as determined by the Police Chief's use of roving enforcement patrols of the Festival	\$ 55,560.00

ENFORCEMENT	Code Enforcement		500 Hours	Code Enforcement on building and business activity during the festival.	\$ 25,000.00
ENFORCEMENT	Parking Enforcement		500 Hours	Increase parking enforcement on Main Street	\$ 9,722.50
PERMITTING	Special Event Permit		1	Master Festival Permit	\$ 50.00
PERMITTING	Building Permits		All permits needed	Permits for tents	\$ 8,600.00
PERMITTING	Local Consent Permits		1	Special Event Liquor Licenses	Included above
CLEANING	Enhanced Restroom Cleanings		1	Enhanced cleaning of restrooms on Main Street including Miners Park, Transit Center, and the Museum's public restrooms.	\$ 3,794.00
CLEANING	Enhanced Trash Collection		1	Enhanced trash collection on Main Street with additional 30 yard dumpster	\$ 7,372.00

TOTAL \$ 260,252.50

**Does not include the rental fee waivers of city facilities which total over \$60,000*

EXHIBIT "D" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT
Venue Lease Agreement(s)

PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE AGREEMENT
PCMARC

Summit County, State of Utah

THIS AGREEMENT, by and between Park City Municipal Corporation (hereinafter "City"), and THE SUNDANCE INSTITUTE (hereinafter "Licensee"), whose address is: PO Box 684429, Park City, UT 84068

WITNESSETH:

In consideration of the mutual agreements herein contained:

- A. **Grant of License.** City hereby grants to Licensee, and the Licensee hereby accepts a license, for use of the Facility described herein at Paragraph D, subject to the terms and conditions herein set forth.
- B. **Purpose.** The license is granted, and Licensee shall have access to the Facility and shall use the Facility for the purpose of screening room, patron queuing, concessions, merchandise sales, press line, Filmmaker and entourage holding space.
- C. **License Period.** The License is granted for:
1. **Gymnasium:**
 - a. Set-Up - From Wednesday January __, 2014, 7:00am through--Wednesday January __th, 2014 use shall be 7:00 am – 10:00 pm for gymnasium.
 - b. Festival and Break Down - From Thursday January __th, 2014, 7:00 a.m. through Wednesday January __th, 2014, 12:00pm (noon) access is 24 hour per day as long as a Sundance representative is present.
 2. **Indoor Tennis Courts:**
 - a. From Tuesday, January __, 2014, 7:00 am. – Monday January __th, 2014 8:00 pm; access is 24 hours per day as long as a Sundance representative is present.
 3. **East Parking Lot:**
 - a. Licensee is granted limited use of the East Parking Lot from Wednesday, January __, 2014 7:00am- until Tuesday January __, 2014 8:00 p.m. for licensed area installation and installation vehicles,
 - b. From Wednesday, January __, 2014 7:00 am – Sunday January __, 2014 Midnight, Licensee will have full access to the parking lot and will control the East access point through an approved contractor. Licensee will provide sixteen

PCMARC staff parking spaces during these dates. No public parking, including festival guests, will be allowed in the east parking lot.

c. Licensee will have non-exclusive use of the east parking lot from Monday January __, 2014, 7am through Wednesday January __, 2014, 4:00pm

4. Any additional time Licensee stays beyond the license period, Licensee will be charged \$200.00 per hour.

D. Facilities Licensed.

AREA: PCMARC

USE:

1. Gymnasium

1. Screening room

1/__/2014 7:00 am – 1/__/2014 12:00 p.m.

2. Indoor Tennis Courts

2. Patron queuing

1/__/2014 7:00 am- 1/__/2013 8:00 pm

Rental of the facility does not include floor coverings. Licensee will deliver, install, remove, return, and cover all other costs of flooring as specified in Exhibit B Licensee agrees to indemnify Park City for any damage caused to the surface of the tennis courts, gymnasium or other PCMARC common areas as a result of Licensee's use of those areas.

City will arrange additional dumpster service and cleaning service and will bill additional fees to Licensee. Licensee is responsible for having the tennis courts in the same condition as before the License Period on Monday January __, 2014, at 8:00 p.m. Licensee is responsible for ensuring that the gymnasium is in the same condition as before the License Period on Wednesday January __, 2014, at 12:00 pm, (Noon). Licensee will comply with the times and limits as approved by the City Council in the annual Supplemental Plan. Licensee agrees to have a Sundance representative on premises at all times while facility is being used by Sundance.

E. **Fees.** Fees are waived pursuant to the Master Festival License and City Services Agreement, dated 09/12/13 as amended. However, Licensee shall remit to City a damage deposit of Ten Thousand dollars (\$10,000) as security for any damage to the Facility arising from or connected to Licensee's use of the Facility pursuant to this license.

F. **Payment Terms.** The damage deposit, totaling Ten Thousand (\$10,000) shall become due and payable upon the execution of this agreement. The damage deposit shall be refunded to Licensee in full upon determination by City that no damage incurred to Facility as a result of this license.

Of the total amount of the fee set forth in Paragraph E, the sum of five-thousand dollars (hereinafter Advanced Deposit) shall become due and payable upon the execution of this agreement and shall be credited against Licensee's deposit under this license. The balance of five-thousand dollars shall become due and payable on February 15th, 2014.

If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract is subject to immediate cancellation by the Economic Development Manager without further notice and the deposits previously collected will be retained as liquidated damages.

G. The Licensee covenants and agrees to indemnify, hold harmless and defend City, its agents and employees from all fines, suits, claims, demands, and actions of any kind, including attorney's fees, by reason of any and all of its operations hereunder and agrees to assume all the risk in the operation of the event and is solely responsible and answerable in damages for any and all accidents or injuries to persons or property associated with the event. The Licensee shall provide a Certificate of Insurance evidencing General Liability insurance written on an occurrence basis with limits as specified in Section 14 of the Master Festival License and City Services Agreement, dated 09/12/13 as amended. The City shall be named as an additional insured on the insurance policies, as respect to this Agreement and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of Insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies. The Licensee's insurance shall contain a clause stating that coverage is primary (City's is secondary) and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The provisions of this section shall survive the expiration of termination of this Agreement.

H. Licensee agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex, marital status or handicap in its creed use of the Facility.

I. Except where caused by City's negligence, City shall not be liable for any failure of water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms of natural disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area of from any part of the building of for an interference with light.

J. Snow removal. The City will remove snow from the back entrances to the gymnasium, from the area between the building and the designated area on the grass, and from the Racquet Club parking lot by 7:00 a.m. on Wednesday, January 9th, 2013. All reasonable efforts will be

made to keep the area clear of snow for the remainder of the weekend. However, in the event of a snowstorm, City streets have first priority and the PCMARC parking lots have second priority. Licensee also accepts responsibility for removal of any and all vehicles parked in areas other than the designated surface parking lot. Parking is not allowed on grass areas.

K. Attendance control. Licensee will be responsible for ensuring that the occupancy limit does not exceed the capacity set by the City Building inspectors for either the tennis courts or the gym. Licensee will be responsible for monitoring the entrances to the licensed facility and will ensure that entrances are staffed during operating hours.

L. This Agreement cannot be altered except by written instrument, signed by both parties.

M. Sales/Business License. The Licensee agrees to obtain any required permits, business licenses or liquor licenses that may be required for the event. Any concession sales must receive written, advanced approval from the Recreation Manager for the City.

N. City Use. Licensee acknowledges the PCMARC pools, fitness center, pro shop, spinning loft, locker rooms, and AAAH Spa tenants will be open for business during the License period beginning Wednesday, January __, 2014, through, Wednesday January __, 2014, 7:00 a.m. to Midnight. Licensee will not disrupt the City's, nor their tenants' quiet enjoyment of their operations. Licensee acknowledges it does not have exclusive use of the parking lot, restrooms or common areas, halls, entrances, etc.

O. The Licensee is subject to the Special Event Policy, a copy of which is attached hereto and incorporated herein by this reference. Licensee hereby agrees and accepts the terms contained therein.

P. Written notices under this agreement shall be given by first class mail, addressed to:

If to City: Park City Municipal Corporation,
Economic Development Manager, P.O. Box 1480, Park City Utah
84060

If to Licensee: Director of Operations, Sundance Institute, P.O. Box 684429, Park City,
Utah 84068

Q. Licensee shall obey all laws, ordinances and regulations. Licensee acknowledges that smoking is prohibited in the Facility.

R. **Revocation.** If City determines that Licensee has breached the terms of this Agreement, the attached Special Event Policy, or any other Federal, State, or Local Law, City may immediately revoke the License granted herein. If said revocation occurs prior to Licensee's use of the Facility, **the contract is subject to immediate cancellation by the Park City Economic Development Manager without further notice and the deposits previously collected will be retained as liquidated damages.**

IN WITNESS WHEREOF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the 30 day of October 2013.


SUNDANCE INSTITUTE
P.O. Box 684429, Park City, Utah 84068

[Signature]
By: SARAH PEARCE
ITS: CO-MANAGING DIRECTOR

Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF Summit)

On this 30th day of October, 2013, personally appeared before me ^{SARAH} Laurie Hopkins, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly affirmed, did say that he/she is the ^{CO-MANAGING DIRECTOR} Director of Budgeting of the Sundance Institute by Authority of its Bylaws/Resolution of the Board of Directors, and said Association executed the same.

 JODY L. MORRISON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 662591
COMM. EXP. 04-15-2017

[Signature]
Notary Public

PARK CITY MUNICIPAL CORPORATION
Post Office Box 1480
Park City, UT 84060

PARK CITY MUNICIPAL CORPORATION

[Signature]
Diane Foster, City Manager

Attest:

[Signature]
City Recorder

Approved as to form:
[Signature]
City Attorney's Office



EXHIBIT "A" TO
PC MARC License Agreement

Damage Deposit: \$10,000

EXHIBIT "B" TO
PC MARC License Agreement

Park City Racquet Club

Subject: Warranty Tennis Court Surface at Recreation Center.

Our recommendation for protecting the Tennis Court surface for temporary activities other than for playing tennis with the appropriate foot wear would be as follows:

Foot traffic / Queuing Stanchions: Install minimum 6 mil vis-queen and a light weight carpet in the area to be used.

Tables, chairs, desks, or temporary fencing for pedestrian control: Install light weight carpet over 3/4" plywood or sport court flooring over minimum 6 mil vis-queen.

The use of forklifts or other heavy equipment should be prohibited.

If these guidelines are followed (with care), there should be no resulting damage to the courts.

Note: Any scrapes, gouges or excessive wear from these activities will not be covered in the Surface Warranty

**PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE AGREEMENT
ROOMS 201, 202, 205, AND 207 & SANTY AUDTORIUM AT THE
LIBRARY AND EDUCATION CENTER**

Summit County, State of Utah

THIS AGREEMENT, by and between Park City Municipal Corporation (hereinafter "City"), and THE SUNDANCE INSTITUTE (hereinafter "Licensee"), whose address is: 1825 Three Kings Drive, PO Box 684426, Park City, Utah 84068.

WITNESSETH:

In consideration of the mutual agreements herein contained:

A. **Grant of License.** City hereby grants to Licensee, and the Licensee hereby accepts a license for use of the Facility described herein at Paragraph D, subject to the terms and conditions herein set forth.

B. **Purpose.** The license is granted, and Licensee shall have access to the Facility and shall use the Facility for the purposes listed below.

- C. (1) **License Period.** This license is granted for
- a. Room 201, 202, 205 and 207 Monday 1/__/14 – Tuesday 1/__/14
 - b. Santy Auditorium and Projection Booth Thursday 1/__/14 - Thursday 1/__/14
 - c. North field Thursday 1/__/14 - Thursday 1/__/14
 - d. 16 parking spaces Thursday 1/__/14 – Thursday 1/__/14
 - e. Courtyard Thursday 1/__/14 – Thursday 1/__/14

D. **Facilities Licensed.**

AREA: Santy Auditorium
located at the Library and Education Center
1255 Park Avenue, Park City, Utah

USE: Screening Room

AREA: Room 201, Room 202, Room 205, and Room 207

USE: Green Room, Storage,
Volunteer Room, Queing and
Concessions

AREA: North Library Field

USE: Wait List Tent and
Sponsor car display

AREA: Parking Stalls (16 spots) at
Library and Education Center

USE: Parking and propane
storage,

AREA: Courtyard

USE: Press Line Tent

E. **Fees.** Fees are waived pursuant to Master Festival License and City Services Agreement, dated 09/12/13 as amended.

However, Licensee shall remit to City a damage deposit of One Thousand (\$1,000.00) as security for any damage to the Facility arising from or connected to Licensee's use of the Facility pursuant to this license.

F. **Payment Terms.** The damage deposit, totaling One Thousand Dollars (\$1,000.00) shall become due and payable upon the execution of this agreement. The damage deposit shall be refunded to Licensee in full upon determination by City that no damage incurred to Facility as a result of this license.

If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract is subject to immediate cancellation by the Park City Economic Development Manager without further notice and the deposits therefore collected will be retained as liquidated damages.

G. The Licensee shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Licensee's use of the facility/area or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Licensee; and provided further, that nothing herein shall require the Licensee to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Licensee expressly agrees that the indemnification provided herein constitutes the Licensee's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Licensee claims or recovers compensation from the City for a loss or injury that Licensee would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The Licensee shall procure and maintain for the duration of the Agreement, insurance against claims for public liability, injuries to persons or damage to property which may arise from or in connection with the use of the Facility hereunder by the Licensee, their agents, representatives, employees, invitees or subcontractors. The Licensee shall provide a Certificate of Insurance evidencing General Liability insurance written on an occurrence basis with limits as specified in Section 14 of the Master Festival License and City Services Agreement, dated 09/12/13 as amended. The City shall be named as an additional

insured on the insurance policies, as respect to this Agreement and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies. The Licensee's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The provisions of this section shall survive the expiration or termination of this Agreement.

H. Licensee agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex, marital status or handicap in its creed use of the Facility.

I. Except where caused by City's negligence, City shall not be liable for any failure of water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms of natural disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area of from any part of the building of for an interference with light.

J. This Agreement cannot be altered except by written instrument, signed by both parties.

K. The Licensee is subject to the Rental Policy, a copy of which is attached hereto and incorporated herein by this reference. Licensee hereby agrees and accepts the terms contained therein.

L. Written notices under this agreement shall be given by first class mail, addressed to:

If to City: Park City Municipal Corporation, Economic Development Manager, P.O.
Box 1480, Park City Utah 84060

If to Licensee: Sundance Institute, PO Box 684426, Park City, Utah 84068

M. Licensee shall obey all laws, ordinances and regulations. Licensee acknowledges that smoking is prohibited in the Facility.

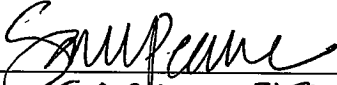
N. **Revocation.** If City determines that Licensee has breached the terms of this Agreement, the attached Rental Policy, or any other Federal, State, or Local Law, City may immediately revoke the License granted herein. If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract is subject to immediate cancellation by the Economic Development Manager without further notice and the deposits heretofore collected will be retained as liquidated damages. If the breach occurs while Licensee is using the Facility, Licensee shall immediately leave the Facility and fees shall be prorated for any time paid for that was not used.

IN WITNESS WHEREOF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the 30 day of October, 2013.

SUNDANCE INSTITUTE

PO Box 684426

Park City, Utah 84068

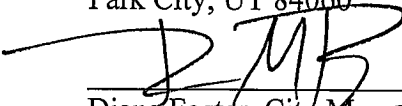

By: SARAH PEARCE

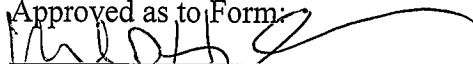
ITS: CO-MANAGING DIRECTOR

PARK CITY MUNICIPAL CORPORATION

Post Office Box 1480

Park City, UT 84060


Diane Foster, City Manager

Approved as to Form:

City Attorney's Office



PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE AGREEMENT
PARK CITY RECREATION CENTER

Summit County, State of Utah

THIS AGREEMENT, by and between Park City Municipal Corporation (hereinafter "City"), and THE SUNDANCE INSTITUTE (hereinafter "Licensee"), whose address is: 1825 Three Kings Drive, PO Box 684426, Park City, Utah 84068.

WITNESSETH:

In consideration of the mutual agreements herein contained:

- A. **Grant of License.** City hereby grants to Licensee, and the Licensee hereby accepts a license for use of the Facility described herein at Paragraph D, subject to the terms and conditions herein set forth.
- B. **Purpose.** The license is granted, and Licensee shall have access to the Facility and shall use the Facility for the purpose of back offices and storage, or any lawful use.
- C. (1) **License Period.** This license is granted for a period of December 1, 2013 (6:00 am) through February 10, 2014 (Midnight).
- D. **Facilities Licensed.**
AREA: Park City Recreation Center
1400 Sullivan Road *Entire building* *USE:* Storage
- E. **Fees.** All applicable fees for the use of the building have been waived through the Master Festival License and City Services Agreement, dated 09/12/13 as amended. In addition to the license fee, Licensee shall remit to City a damage deposit of Five Hundred Dollars (\$500.00) as security for any damage to the Facility arising from or connected to Licensee's use of the Facility pursuant to this license.
- F. **Payment Terms.** The damage deposit, totaling Five Hundred Dollars (\$500.00) shall become due and payable upon the execution of this agreement. The damage deposit shall be refunded to Licensee in full upon determination by City that no damage incurred to Facility as a result of this license.

If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract is subject to immediate cancellation by the Economic Development Manager without further notice and the deposits previously collected will be retained as liquidated damages.

G. The Licensee covenants and agrees to indemnify, hold harmless and defend City, its agents and employees from all fines, suits, claims, demands, and actions of any kind, including attorney's fees, by reason of any and all of its operations hereunder and agrees to assume all the risk in the operation of the event and is solely responsible and answerable in damages for any and all accidents or injuries to persons or property associated with the event. The Licensee agrees to maintain a comprehensive general liability insurance policy, naming City as an additional insured, satisfactory to City, protecting both Licensee and City against public liability, products liability and property damage. Thirty days prior to the event, Licensee is required to furnish a Certificate of Insurance for the property pursuant to the Master Festival License and City Services Agreement, dated 09/12/13 as amended. Nothing herein shall waive any defense or limitation of the Utah Government Immunity Act.

H. Licensee agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex, marital status or handicap in its creed use of the Facility.

I. Except where caused by City's negligence, City shall not be liable for any failure of water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms of natural disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area of from any part of the building of for an interference with light.

J. This Agreement cannot be altered except by written instrument, signed by both parties.

K. The Licensee is subject to the Special Event Policy, a copy of which is attached hereto and incorporated herein by this reference. Licensee hereby agrees and accepts the terms contained therein.

L. Written notices under this agreement shall be given by first class mail, addressed to:

If to City: Park City Municipal Corporation, Economic Development Manager, P.O.
Box 1480, Park City, Utah 84060

If to Licensee: Sundance Institute, 1825 Three Kings Drive, PO Box 684426, Park City, Utah
84068.

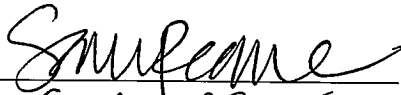
M. Licensee shall obey all laws, ordinances and regulations. Licensee acknowledges that smoking is prohibited in the Facility.

N. **Revocation.** If City determines that Licensee has breached the terms of this Agreement, the attached Special Event Policy, or any other Federal, State, or Local Law, City may immediately revoke the License granted herein. If said revocation occurs prior to Licensee's use of the Facility, Licensee's advance deposit shall be returned, minus Twenty-Five Dollars (\$25.00), which both parties hereby acknowledge as fair, and accurate liquidated damages. If the breach occurs while Licensee is using the Facility, Licensee shall immediately leave the Facility and fees shall be prorated for any time paid for that was not used.

IN WITNESS WHEREOF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the 30 day of October, 2013.

SUNDANCE INSTITUTE

PO Box 684426
Park City, Utah 84068


By: SARAH PEARCE
ITS: CO-MANAGING DIRECTOR

PARK CITY MUNICIPAL CORPORATION

Post Office Box 1480
Park City, UT 84060


Diane Foster, City Manager

Approved as to Form:


City Attorney's Office

**PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE AGREEMENT
MINERS HOSPITAL**

Summit County, State of Utah

THIS AGREEMENT, by and between Park City Municipal Corporation (hereinafter "City"), and THE SUNDANCE INSTITUTE (hereinafter "Licensee"), whose address is: PO Box 684426, Park City, Utah 84068.

WITNESSETH:

In consideration of the mutual agreements herein contained:

A. **Grant of License.** City hereby grants to Licensee, and the Licensee hereby accepts a license for use of the Facility described herein at Paragraph D, subject to the terms and conditions herein set forth.

B. **Purpose.** The license is granted, and Licensee shall have access to the Facility and shall use the Facility for the purpose of Sundance Film Festival Administrative Offices.

C. (1) **License Period.** This license is granted for a period of September __, 2013 through February __, 2014 for Miners Hospital. Sundance Institute will have until March 1, 2013 to complete all repairs and touch ups at Miners Hospital.

D. **Facilities Licensed.**

AREA: Miners Hospital, 1354 Park Ave.
Entire building except the Mountain Trails and Arts Council offices. Parking around Miner's may be secured by Sundance from January __ through January __ and 4 spaces will be secured for the current tenants during this period.

USE: SFF Administration Offices

E. **Fees.** All applicable fees for the use of the building have been waived through the the Master Festival License and City Services Agreement, dated 09/12/13 as amended. In addition to the license fee, Licensee shall remit to City a damage deposit of Five Hundred Dollars (\$500.00) as security for any damage to the Facility arising from or connected to Licensee's use of the Facility pursuant to this license.

F. **Payment Terms.** The license fee and damage deposit, totaling Five Hundred Dollars (\$500.00) shall become due and payable upon the execution of this agreement. The damage deposit shall be refunded to Licensee in full upon determination by City that no damage incurred to Facility as a result of this license.

If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract is subject to immediate cancellation by the Economic Development Manager without further notice and the deposits therforeto collected will be retained as liquidated damages.

G. The Licensee shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Licensee's use of the facility/area or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Licensee; and provided further, that nothing herein shall require the Licensee to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Licensee expressly agrees that the indemnification provided herein constitutes the Licensee's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Licensee claims or recovers compensation from the City for a loss or injury that Licensee would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The Licensee shall procure and maintain for the duration of the Agreement, insurance against claims for public liability, injuries to persons or damage to property which may arise from or in connection with the use of the Facility hereunder by the Licensee, their agents, representatives, employees, invitees or subcontractors. The Licensee shall provide a Certificate of Insurance evidencing General Liability insurance written on an occurrence basis with limits as specified in Section 14 of the Master Festival License and City Services Agreement, dated 09/12/13 as amended. The City shall be named as an additional insured on the insurance policies, as respect to this Agreement and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies. The Licensee's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The provisions of this section shall survive the expiration or termination of this Agreement.

H. Licensee agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex, marital status or handicap in its creed use of the Facility.

I. Except where caused by City's negligence, City shall not be liable for any failure of water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or

similar storms of natural disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area of from any part of the building of for an interference with light.

J. This Agreement cannot be altered except by written instrument, signed by both parties.

K. The Licensee is subject to the Rental Policy, a copy of which is attached hereto and incorporated herein by this reference. Licensee hereby agrees and accepts the terms contained therein.

L. Written notices under this agreement shall be given by first class mail, addressed to:

If to City: Park City Municipal Corporation, Economic Development Manager, P.O.
Box 1480, Park City, Utah 84060

If to Licensee: Sundance Institute, PO Box 684426, Park City, Utah 84068

M. Licensee shall obey all laws, ordinances and regulations. Licensee acknowledges that smoking is prohibited in the Facility.

N. **Revocation.** If City determines that Licensee has breached the terms of this Agreement, the attached Rental Policy, or any other Federal, State, or Local Law, City may immediately revoke the License granted herein. If said revocation occurs prior to Licensee's use of the Facility, Licensee's advance deposit shall be returned, minus Twenty-Five Dollars (\$25.00), which both parties hereby acknowledge as fair, and accurate liquidated damages. If the breach occurs while Licensee is using the Facility, Licensee shall immediately leave the Facility and fees shall be prorated for any time paid for that was not used.

IN WITNESS WHEREOF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the 30 day of, October 2013.

SUNDANCE INSTITUTE

PO Box 684426

Park City, Utah 84068

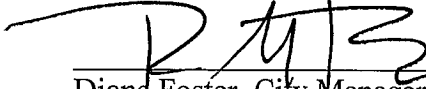

By: SARAH PEARCE

ITS: CO-MANAGING DIRECTOR

PARK CITY MUNICIPAL CORPORATION


Post Office Box 1480

Park City, UT 84060



Diane Foster, City Manager

Approved as to Form:



City Attorney's Office



